

Acknowledgement of Risk and Release of Liability

Snowsports Lesson 2009-2010 Season

“Participant” means each snowsports student listed on this form. The “Undersigned” means each participant, and when a participant is under age 18, it includes such participants’ parent or legal guardian signing on behalf of himself/herself or on behalf of the minor participant. The participant, acting on behalf of him or herself, or as the parent or guardian of a minor child, hereby voluntarily requests to participate, or to have my minor child participate in a Moonlight Basin Snowsports Lesson (the activity). I understand that skiing or snowboarding are dangerous and include risks of injury from, by way of example, variations in terrain, including surface and subsurface snow or ice conditions naturally occurring or resulting from weather changes, skier use, or grooming and snowmaking operations; bare spots and thin snow cover caused by limited snowfall, melting, wind erosion, skier action, grooming, or unconsolidated base; bumps, moguls, stumps, rocks, debris, and forest growth; avalanches, except on open, designated trails; skiing or boarding in an area not designated as a trail; clearly visible or plainly marked improvements or equipment; clearly visible or plainly marked mobile equipment and attachments, whether moving or stationary, used by the ski area operator; lift towers; other structures and their components; terrain parks, elements, jumps, slide rails, or features; collisions with others, and participant’s failure to ski or ride within their ability. I am aware that natural and man-made obstacles exist. Fencing, equipment covers, signs, rope lines, and other marking devices may be in place and mark some, but not all potential obstacles or hazards. These markers will not prevent injury. I understand it is my and or my minor child’s responsibility to stay away from marked areas. I acknowledge the existence of these risks and accept such risks, whether they are marked or unmarked. I agree to ski or ride within the limits of my ability, and accept that changes in grooming, weather, visibility and terrain may impact my ability to negotiate terrain safely.

I am aware there are inherent and other risks for persons who are in the process of approaching, loading, unloading and departing from chairlifts. I understand that all persons who use an aerial chairlift shall be presumed to have sufficient ability and physical dexterity or personal assistance to load, ride, unload, and be evacuated from the chairlift safely.

I am aware that skiing, snowboarding and using chairlifts may result in damage, economic loss, personal injury or death from these risks and I accept such risks on behalf of myself or my minor child. I agree that I and or my child have a duty to participate in a manner that avoids injury to myself and others. I agree that I and or my child shall comply with rules established by the “Skier Responsibility Code and the Duties of a Skier as set forth in Montana statutes, and to obey all instructions or warnings of the ski area operator.

I am aware that my child may be riding chair lifts alone, or without supervision by an adult or snowsport instructor.

I understand helmets may reduce or mitigate the severity of head injuries to the participant, but helmet use is in no way a guarantee of safety. The undersigned further recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I consent to the use and reproduction, without compensation, of all photos or visual representations made of the participant in connection with this lesson.

ON BEHALF OF MYSELF AND THE MINOR CHILD NAMED ON THIS RELEASE, I HEREBY ACKNOWLEDGE AND ACCEPT WITHOUT RESERVATION ALL RISKS ASSOCIATED WITH THE ACTIVITY, INCLUDING THOSE DESCRIBED ABOVE, AND THOSE KNOWN, UNKNOWN, INHERENT OR OTHERWISE. IN ADDITION, TO THE FULLEST EXTENT ALLOWED BY LAW, THE UNDERSIGNED, IN EXCHANGE FOR PERMISSION TO PARTICIPATE IN SNOWSPORTS ACTIVITIES, DOES RELEASE, HOLD HARMLESS AND INDEMNIFY MOONLIGHT BASIN RANCH LIMITED PARTNERSHIP, MOONLIGHT BASIN LLC, AND THEIR AFFILIATED OR PARENT COMPANIES, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, LENDERS AND INSURANCE CARRIERS (THE RELEASED PARTIES) FROM ANY AND ALL LIABILITY FOR DAMAGE, ECONOMIC LOSS, PERSONAL INJURY OR DEATH TO MYSELF AND OR MY MINOR CHILD RESULTING FROM THE RISKS DESCRIBED HEREIN, REGARDLESS OF WHETHER SUCH RISKS RESULT FROM THE BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, OR NEGLIGENCE OF THE RELEASED PARTIES.

THE UNDERSIGNED, ON BEHALF OF MYSELF AND THE MINOR CHILD, FURTHER AGREE TO INDEMNIFY AND DEFEND EACH RELEASED PARTY FROM ANY AND ALL CLAIMS OF THE UNDERSIGNED OR ANY THIRD PARTY ARISING IN WHOLE OR PART FROM PARTICIPATION IN THE ACTIVITY. THE UNDERSIGNED FURTHER AGREES TO PAY ALL COSTS OR ATTORNEY FEES OF ANY RELEASED PARTY.

THE UNDERSIGNED REPRESENT THAT THE PARTICIPANT IS IN GOOD HEALTH AND THERE ARE NO SPECIAL PROBLEMS ASSOCIATED WITH HIS/HER CARE. THE UNDERSIGNED AUTHORIZES ANY RELEASED PARTY AND/OR THEIR AUTHORIZED

PERSONNEL TO 1) CALL FOR OR AUTHORIZE A LICENSED PHYSICIAN OR QUALIFIED MEDICAL SERVICE PROVIDER TO PROVIDE MEDICAL CARE FOR THE PARTICIPANT; 2) TO TRANSPORT THE PARTICIPANT TO A MEDICAL FACILITY OR HOSPITAL IF, IN THE OPINION OF SUCH PERSONNEL, MEDICAL ATTENTION IS NEEDED. THE UNDERSIGNED AGREES THAT UPON THE PARTICIPANT'S TRANSPORT TO ANY SUCH MEDICAL FACILITY OR HOSPITAL THE RELEASED PARTY SHALL NOT HAVE ANY RESPONSIBILITY FOR THE PARTICIPANT. FURTHER, THE UNDERSIGNED AGREES TO PAY ALL COSTS ASSOCIATED WITH SUCH MEDICAL CARE AND RELATED TRANSPORTATION PROVIDED FOR THE PARTICIPANT, AND SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTY FOR ANY COSTS INCURRED THEREIN, OR ANY CLAIM ARISING THEREFROM.

THE UNDERSIGNED AGREES THAT ALL CLAIMS FOR INJURY, DEATH OR OTHERWISE, REGARDING ANY ALLEGED INCIDENT SHALL BE GOVERNED BY MONTANA LAW AND EXCLUSIVE JURISDICTION FOR ANY SUCH CLAIMS SHALL BE IN STATE DISTRICT COURT IN THE COUNTY WHERE THE INCIDENT OCCURRED, OR IN A FEDERAL DISTRICT COURT IN MONTANA.

THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY. IF ANY PART OF THIS AGREEMENT IS DEEMED TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. THIS RELEASE SHALL BE BINDING UPON THE ASSIGNS, SUBROGORS, SUCCESSORS, HEIRS, NEXT OF KIN, EXECUTORS AND PERSONAL REPRESENTATIVES OF THE UNDERSIGNED. I UNDERSTAND THIS AGREEMENT MAY IMPACT MY LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER COMPENSATION FOR ALLEGED DAMAGES.

MINOR PARTICIPANT (UNDER 18) INFORMATION

MINOR PARTICIPANT #1

MINOR PARTICIPANT #2

MINOR PARTICIPANT #3

ADULT INFORMATION

LAST NAME, FIRST NAME, M.I. (please print)

ADDRESS – Street Address, Mailing Address (please print)

ADDRESS – City, State, Postal Code (please print)

DATE OF BIRTH (MM-DD-YYYY) EMERGENCY CONTACT RELATION PHONE NUMBER

E-MAIL ADDRESS

THIS AGREEMENT SHALL BE EFFECTIVE UNTIL TERMINATED IN WRITING BY MOONLIGHT BASIN L.L.C.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND IT, AND ACCEPT ITS TERMS.

SIGNATURE OF PARTICIPANT/ PARENT/ LEGAL GUARDIAN Date: _____, 20____